

SECOND AMENDMENT TO USE AGREEMENT

STATE OF TEXAS }
 }
COUNTY OF HARRIS }

THIS SECOND AMENDMENT TO USE AGREEMENT is entered into by and between BRIARHILLS PROPERTY OWNERS ASSOCIATION, a Texas non-profit corporation, hereinafter referred to as "POA" and BRIARHILLS HOMEOWNERS ASSOCIATION, a Texas non-profit corporation, hereinafter referred to as "HOA" for the purpose of amending that certain USE AGREEMENT dated January 28, 1983 and that certain AMENDMENT TO USE AGREEMENT dated October 12, 1983, each of which was entered into by POA and HOA on the aforesaid dates.

NOW, THEREFORE, in consideration of the mutual covenant exchanged by the parties herein and the benefits inuring to the parties hereto, POA and HOA do hereby amend the USE AGREEMENT and the AMENDMENT TO USE AGREEMENT as follows:

1. In the USE AGREEMENT at page 2 delete the first paragraph and insert in its place: "WHEREAS, the HOA is the homeowners association for the owners of property in Briarhills, Section Four, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 307, Page 83 of the Map Records of Harris County, Texas, as well as for the owners of property in Briarhills, Section five, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 292, Page 55 of the Map Records of Harris County, Texas, as well as for the owners of property in Briarhills, Oaks of Parkway section, a subdivision of Harris County Texas, according to the map or plat thereof recorded in Volume 307, Page 85 of the Map Records of Harris County, Texas; and,"

2. In the USE AGREEMENT at page 3, line 17, delete "March 15th of each such year" and insert in its place: "the dates specified in this agreement, as amended" .

3. In the USE AGREEMENT at page 3, line 19, after the word "prior" insert "calendar"; and after the word "year" insert "(January 1st to December 31st)".

4. In the USE AGREEMENT at page 4, lines 2 to 6, delete "average of the percentages obtained by dividing the total number of developed lots (as such term is hereafter defined) covered by the HOA by the sum of the total number of developed lots covered by

the POA plus the total number of developed lots covered by the HOA as of the first day of each month during the prior one year period beginning March 1st and ending February 1st" and insert in its place: "percentage obtained by dividing the total number of POA and HOA developed lots into the number of HOA developed lots and multiplying by 100."

5. In the USE AGREEMENT at page 4, line 11, delete "453" and insert in its place "451" and add: "It is further stipulated that Sections 4,5, and Oaks of Parkway of Briarhills have been fully developed and the number of developed lots currently covered by the HOA is accordingly 311. The parties further stipulate that since all Sections covered by both the POA and the HOA are fully developed, the percentage utilized to determine the annual usage fee billing to the HOA shall be 41% unless and until additional developed lots are included within the jurisdiction of either the HOA or the POA." Delete the remainder of the paragraph extending from line 11 to line 19.

6. In the USE AGREEMENT at page 4, before line 20, insert the following as a new paragraph: "The POA shall present the annual usage fee billing to HOA, calculated as set forth herein for the immediate prior calendar year, on or after February 15th of each year. The usage fee payment shall be due by March 15th or thirty days after the actual billing date, whichever is later, such date hereinafter referred to as the "Due date". As used herein, the "Default date" shall mean the date sixty days after the Due date. The date on which payment in full is actually received by POA shall be referred to hereinafter as the "Payment date". Upon payment in full prior to the Default date, the members of HOA shall enjoy full usage rights as set forth herein for the twelve months next following the Payment date, or until the Default date of the next calendar year, whichever is longer. In any year that the HOA fails to make payment in full on or before the Default date, the POA shall have the right but not the obligation to exclude HOA members from the use of the Amenity Package as set forth in this agreement for the period from the Default date in the year in which full payment is not made until the next Payment date. "

7. In the USE AGREEMENT, at page 6, lines 3 and 4, delete the phrase "the remainder of the year in which such usage fee was related" and insert in its place: "the period set forth in this agreement, as amended".

8. In the AMENDMENT TO USE AGREEMENT, delete the items numbered 3. and 4. in their entirety.

Except as amended hereby, the USE AGREEMENT and the AMENDMENT TO USE AGREEMENT shall remain unchanged and the parties hereto do each ratify them for all purposes.

EXECUTED AND EFFECTIVE this 4TH day of May, 1990.

BRIARHILLS PROPERTY OWNERS
ASSOCIATION

ATTEST:

Terry L. Strange
Secretary

By C.D. Riddell
President

BRIARHILLS HOMEOWNERS ASSOCIATION

ATTEST:

Secretary

By Robert E. Lowe
President

THE STATE OF TEXAS }
COUNTY OF HARRIS }

This instrument was acknowledged before me this 4TH day of May, 1990 by C.D. RIDDELL, President of Briarhills Property Owners Association, a Texas non-profit corporation, on behalf of said corporation.

Dorel Venegas
NOTARY PUBLIC

THE STATE OF TEXAS }
COUNTY OF HARRIS }

This instrument was acknowledged before me this 4TH day of May, 1990 by ROBERT E. LOWE, President of Briarhills Homeowners Association, a Texas non-profit corporation, on behalf of said corporation.

Dorel Venegas
NOTARY PUBLIC